ASSUMPTION OF LIABILITY AGREEMENT FOR COMPLIANCE WITH MANDATORY EUA VACCINATIONS, HEALTH INTERVENTION PLAN

THIS AGREEMENT (the "Contract") is hereby entered into this day of _____ by and between _____ (the "Employer / University") and _____(the "Employee / Student"). In consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

WHEREFORE:

Employer currently employs Employee on an at-will basis, (or Student is currently a student at ___ University) and the terms, herein do not change the status of employment. However, as Employer is mandating a new Health Policy/ Plan at _____ Place of Employment, which was not made known at time of hire, regarding Mandatory Sars-COV-2 (Emergency Use Authorized) EUA Vaccines, defined legally as unapproved products under FDA law ("the Plan"), and as such, the following apply to any mandatory Plan involving EUA vaccines, because Employer recognizes that this medical intervention mandate requires informed consent[1], and informed consent includes, but is not limited to the following:

a. The CDC and FDA, along with the EUA COVID-19 Vaccine Manufactures, have posted the following information related to the EUA COVID vaccines: On June 23, 2021 the CDC updated guidance recognizing that "Since April 2021, there have been more than a thousand reports to the Vaccine Adverse Event Reporting System (VAERS) of cases of inflammation of the heart—called myocarditis and pericarditis…[2] and on on June 25, 2021, the FDA is announcing revisions to the patient and provider fact sheets for the Moderna and Pfizer-BioNTech COVID-19 vaccines regarding the suggested increased risks of myocarditis (inflammation of the heart muscle) and pericarditis (inflammation of the tissue surrounding the heart) following vaccination. For each vaccine, the Fact Sheet for Healthcare Providers Administering Vaccine (Vaccination Providers) has been revised to include a warning about myocarditis and pericarditis and the Fact Sheet for Recipients and Caregivers has been revised to include information about myocarditis and pericarditis. This update follows an extensive review of information and the discussion by CDC's Advisory Committee on Immunization Practices meeting on Wednesday.

[1] Right to Informed Consent is separate from the Option to Refuse, and is also based on Federal law over EUAs. 21 USCS § 360bbb-3

[2] CDC reports, June 23, 2021: "Since April 2021, there have been more than a thousand reports to the Vaccine Adverse Event Reporting System (VAERS) of cases of inflammation of the heart—called myocarditis and pericarditis—happening after mRNA COVID-19 vaccination (i.e., Pfizer-BioNTech, Moderna) in the United States. Selected Adverse Events Reported after COVID-19 Vaccination | CDC

b. The Pfizer Fact Sheet, revised 25 June 21 makes clear that Myocarditis (inflammation of the heart muscle) and pericarditis (inflammation of the lining outside the heart) have occurred in some people who have received the Pfizer-BioNTech COVID-19 Vaccine.[3]
c. The Pfizer Fact Sheet also makes clear, under Benefits, that the "*duration of Protection is currently unknown*."[4]
d. As of June 28, 2021, … CDC received reports from 48 U.S. states and territories of 4,686 patients with COVID-19 vaccine breakthrough infection who were hospitalized or died. And A total of 10,262 SARS-CoV-2 vaccine breakthrough infections had been reported from 46 U.S. states and territories as of April 30, 2021.[5]
e. As of May 1, 2021, the FDA and CDC's Vaccine Adverse Events Reporting System, VAERS showed 384,270 adverse events from the EUA COVID-19 vaccines as reported in the last six months, and 4,812 deaths.[6]
f. FDA reports that there are treatments for COVID-19, "*The FDA reached a milestone of approving 1,000 original and supplemental generic drug applications to help in the treatment of patients with COVID-19 since the start of the pandemic."*[7]
g. There are No Licensed COVID-19 Vaccines in the U.S presently[8].
h. There are No Long-Term Studies supporting Safety and Efficacy of EUA COVID-19 vaccines.

[3] FACT SHEET FOR RECIPIENTS AND CAREGIVERS, EMERGENCY USE AUTHORIZED (EUA) OF THE PFIZER-BIONTECH COVID-19 VACCINE TO PREVENT CORONAVIRUS DISEASE 2019 (COVID-19) IN INDIVIDUALS 12 YEARS AND OLDER, Revised 25 June 2021, p. 3: https://www.fda.gov/media/144414/download

[4] FACT SHEET FOR RECIPIENTS AND CAREGIVERS, EMERGENCY USE AUTHORIZED (EUA) OF THE PFIZER-BIONTECH COVID-19 VACCINE TO PREVENT CORONAVIRUS DISEASE 2019 (COVID-19) IN INDIVIDUALS 12 YEARS AND OLDER, Revised 25 June 2021, p. 3: https://www.fda.gov/media/144414/download

[5] COVID-19 Vaccine Breakthrough Infections Reported to CDC — United States, January 1–April 30, 2021 Weekly / May 28, 2021 / 70(21);792–793, Among these cases, 6,446 (63%) occurred in females, and the median patient age was 58 years (interquartile range = 40–74 years). Based on preliminary data, 2,725 (27%) vaccine breakthrough infections were asymptomatic, 995 (10%) patients were known to be hospitalized, and 160 (2%) patients died.

COVID-19 Vaccine Breakthrough Infections Reported to CDC — United States, January 1–April 30, 2021 | MMWR

[6] See Senator Johnson's Hearing on Adverse Events from the EUA COVID-19 vaccines.
[7] https://www.fda.gov/news-events/press-announcements/coronavirus-covid-19-update-june-25-2021
[8] "There are currently no licensed mRNA vaccines in the United States."
https://www.covidhealth.com/article/understanding-explaining-mrna-covid19-vaccines

i. No studies yet exist on the long-term impact on someone getting an EUA COVID-19 Vaccine who has had COVID-19.

j. The Option to Refuse is based on Federal law over EUAs[9].

TERMS

NOW, THEREFORE, Employer, for good and valuable consideration, the sufficiency of which is hereby acknowledged, understands and agrees to the following terms and conditions because of the Mandated Vaccination for Employee's continued Employment:

The Employer agrees to pay Employee for rendering the services and performing the obligations described herein, and because Employee Anticipates Compliance with regard to the Mandated Vaccination Plan, the Compensation described in Exhibit 1 (less all amounts withheld for the IRS and state taxes). Compensation shall continue to be paid in accordance with payment of the preceding month, and shall not otherwise be impacted by this Agreement, which specifically relates to the Mandatory Vaccination.

If Employee suffers any adverse reactions from complying with this mandatory Plan, whether immediately or over the next ten years, then the Employer or its insurer will pay Employee's reasonable, actual, verifiable hospitalization and medical expenses (including verifiable physician's bills), and that the Employer shall be obligated to pay only those hospitalization and medical expenses incurred as a result of medical treatment caused by and relating to any adverse consequences sustained by the Employee.

If Employee is rendered unfit to work for Employer or cannot work without risk of further injury to Employee or to others or so that such Employee is no longer insurable, then, so long as such unfitness continues, Employee shall remain entitled to Compensation from the Employer consistent with compensation as paid one month before this Agreement.

The Employer shall maintain medical insurance covering any such injury under policies reasonably consistent with other disability policies.

The Employer's obligations hereunder shall be reduced by (i) any workers' compensation benefits, which, to the extent permitted by law, the Employee hereby assigns to Employer, and (ii) any insurance provided for by Employer which is paid or payable to the Employee.

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[9] According to the Section 564 of the Federal Food, Drug, and Cosmetic Act, a lawful application of the terms of a lawful emergency use authorization ("EUA") pursuant includes (e)(1)(A)(i)(III):

> (III) of the option to accept or refuse administration of the product, of the consequences, if any, of refusing administration of the product, and of the alternatives to the product that are available and of their benefits and risks.

21 USCS § 360bbb-3

The Employee agrees to provide Employer with satisfactory results of a physical examination by an Employer approved physician of the Employee 's choice and expense, before the commencement of each year that follows the initial adverse reaction medically recognized as related to the COVID-19 EUA vaccination.

Employee also agrees to provide a complete prior medical history at the commencement of this Contract and upon the request of Employer.

Employee who consults or is treated by a physician (including a psychiatrist) or a professional providing non-mental health related medical services (e.g., chiropractor, physical therapist) other than a physician or other professional designated by Employer shall give notice of such consultation or treatment to Employer and shall authorize and direct such other physician or professional to provide Employer with all information it may request concerning any condition that in the judgment of Employer's physician may affect the Employee 's ability to continue to work or make such Employee uninsurable.

PROHIBITED SUBSTANCES.

In the event that Employee is under the influence of alcohol, marijuana, any illicit drug or other controlled substance during any League game (except to the extent such controlled substance is prescribed by the Employee 's personal physician), the Employee acknowledges that this Contract may be terminated, and that any such termination will result in the Employee 's immediate dismissal.

GENERAL CLAUSES

If and to the extent necessary to enable or facilitate the disclosure of medical information as provided for by this Contract, the Employee shall execute such individual authorization(s) as may be requested by Employer or as may be required by health care providers who examine or treat the Employee.

The Employee agrees to provide to Employer or its physician prompt notice of any injury, illness, or medical condition suffered by him that is likely to affect adversely the Employee 's ability to render the Employment services, including the time, place, cause, and nature of such injury, illness, or condition.

The Employee agrees to supply complete and truthful information in connection with any medical examinations or requests for medical information authorized by this Contract.

Breach of this Agreement.

NOTE: IF EMPLOYER DOES NOT MANDATE THE VACCINE, OR EMPLOYEE CHOOSES TO LEAVE EMPLOYMENT OR PURSUES OTHER REMEDIAL ACTION, AND/OR EMPLOYER MAINTAINS SUCH PLAN ON A VOLUNTARY BASIS, THEN THE TERMS OF THE AGREEMENT ARE WAIVED, AND THIS AGREEMENT BECOMES NULL AND VOID.

In addition to the rights provided in the "Attorneys' Fees" section below, the Parties acknowledge and agree that any material breach, a material breach as determined by a court of this jurisdiction, of this Agreement including the Confidentiality provision, except as otherwise qualified in this Agreement, shall entitle the non-breaching party to recover and/or cease providing the consideration provided under this Agreement and to obtain damages of any breach of this Agreement, after written Notice of fifteen (15) days the Material Breach is provided as specified in this Agreement, and such breach is not cured within 10 days after receipt of Notice, the non-breaching party shall then seek damages. If any party files any action arising from this Agreement and/or brings any proceeding against the other Party, or is made a party to any action or proceeding arising from this Agreement, the prevailing party shall be entitled to recover their legal cost, reasonable attorney's fees to be fixed by the court, arbitrator or adjudicative authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether or not they are entitled to recover damages.

Advice of Counsel.

Each party expressly acknowledges that he (a) enters into this Agreement and Release with the opportunity for advice of counsel, and (b) has a full understanding of the contents and consequences of this Agreement.

Complete Agreement and Release; Amendment.

This Agreement and Release constitutes the entire agreement among the parties concerning the matters addressed herein. Except as specifically set forth in this Agreement, there are no representations, warranties or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Agreement or alter its provisions. This Agreement and Release may be amended only by written instrument executed by all of the parties.

Construction of Agreement and Release.

This Agreement and Release is the product of arms-length negotiation and shall be construed according to the rules of construction generally applicable to negotiated contracts and not according to any special rules of construction applicable to contracts of adhesion. The language in all parts of this Agreement and Release shall be construed as a whole according to its meaning, and not strictly for or against any party.

Headings

Headings and captions used in this Agreement and Release are for convenience of reference only and shall have no legal effect or meaning in the construction or enforcement of this Agreement and Release.

Severability.

The invalidity or unenforceability of any particular provision in this Agreement and Release shall not affect the validity or enforceability of any other provision in this Agreement and Release, unless the elimination of the provision that is invalid or unenforceable causes the Agreement and Release to fail of its essential purpose.

Authority; Counterparts.

Each person executing this Agreement and Release represents and warrants that he or she has the authority to execute this Agreement and Release for the party on whose behalf he or she is executing it. This Agreement and Release may be executed in multiple counterparts, at separate times or places, and each counterpart shall be deemed to be an original, all of which together constitute the same Agreement and Release. All counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all signers had simultaneously signed a single signature page. A PDF, facsimile or copy hereof shall be as valid and binding as the original.

Costs and Attorneys' Fees.

Each party hereto shall be solely responsible for its or his own costs and expenses including, but not limited to, attorneys' fees with the exception breach of this Agreement as set forth in a paragraph above.

Governing Law and Jurisdiction.

This Agreement and Release shall be governed by and shall be construed in accordance with the laws of the United States of America, and as applicable, the laws of _____[insert state] Any dispute arising from this Agreement and Release shall be brought in _____.

Notice.

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to said party's attorney of record or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Party's address as set forth in this Agreement and to Counsel at the time of this Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

Equal Participation in Drafting.

This Agreement shall be construed without regard to its drafters, and shall be construed as though the Parties, and each of them, participated equally in the drafting of this Agreement.

Effective Date.

The Effective Date of this Agreement ("Effective Date") is the latest date the agreement is executed by the signators.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Release as of the dates shown on their respective signature blocks.

EMPLOYEE _____

Date:

NOTARY:

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Date

EMPLOYER / UNIVERSITY

By:

Name:

Title:

Date: